



Registration of a Charge

Company name: **COTT BEVERAGES LIMITED**

Company number: **02836071**



X5DP8BD4

Received for Electronic Filing: **19/08/2016**

Details of Charge

Date of creation: **03/08/2016**

Charge code: **0283 6071 0010**

Persons entitled: **JPMORGAN CHASE BANK, N.A. AS ADMINISTRATIVE AGENT**

Brief description:

Contains floating charge(s) .

Contains negative pledge.

Authentication of Form

This form was authorised by: **a person with an interest in the registration of the charge.**

Authentication of Instrument

Certification statement: **I CERTIFY THAT SAVE FOR MATERIAL REDACTED PURSUANT TO S.859G OF THE COMPANIES ACT 2006 THE ELECTRONIC COPY INSTRUMENT DELIVERED AS PART OF THIS APPLICATION FOR REGISTRATION IS A CORRECT COPY OF THE ORIGINAL INSTRUMENT.**

Certified by: **CMS CAMERON MCKENNA**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 2836071

Charge code: 0283 6071 0010

The Registrar of Companies for England and Wales hereby certifies that a charge dated 3rd August 2016 and created by COTT BEVERAGES LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 19th August 2016 .

Given at Companies House, Cardiff on 22nd August 2016

The above information was communicated by electronic means and authenticated by the Registrar of Companies under section 1115 of the Companies Act 2006



Companies House



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES

JOINDER AGREEMENT TO THE U.S. SECURITY AGREEMENT

THIS JOINDER AGREEMENT TO THE U.S. SECURITY AGREEMENT (this "Agreement"), dated as of August 3, 2016, is entered into between Cott Beverages Limited, a private limited company organized under the laws of England and Wales (the "New Subsidiary") and JPMORGAN CHASE BANK, N.A., in its capacity as administrative agent (the "Administrative Agent") under that certain Amended and Restated Credit Agreement, dated as of August 3, 2016, among Cott Corporation Corporation Cott, a corporation organized under the laws of Canada (the "Company"), Cott Beverages Inc., a Georgia corporation ("Cott Beverages"), Cott Beverages Limited, a company organized under the laws of England and Wales, (the "UK Borrower"), and the other Loan Parties party thereto as borrowers (together with the Company, Cott Beverages and the UK Borrower, the "Borrowers"), the other Loan Parties party thereto, the Lenders party thereto, the Administrative Agent and the other parties thereto (as the same may be amended, modified, extended or restated from time to time, the "Credit Agreement") , and in its capacity as administrative collateral agent under the Security Agreement (as defined in the Credit Agreement) (the "Administrative Collateral Agent"). All capitalized terms used herein and not otherwise defined shall have the meanings set forth in the Credit Agreement.

The New Subsidiary, the Administrative Collateral Agent and the Administrative Agent, for the benefit of the Lenders, hereby agree as follows:

1. The New Subsidiary hereby acknowledges, agrees and confirms that, by its execution of this Agreement, the New Subsidiary will be deemed to be a "Grantor" under the U.S. Security Agreement and shall have all of the obligations of a Grantor thereunder as if it had executed the U.S. Security Agreement. The New Subsidiary hereby ratifies, as of the date hereof, and agrees to be bound by, all of the terms, provisions and conditions contained in the U.S. Security Agreement, including without limitation (a) all of the representations and warranties of the Grantors set forth in Article III of the U.S. Security Agreement, and (b) all of the covenants set forth in Article IV of the U.S. Security Agreement. Without limiting the generality of the foregoing terms of this paragraph 2, the New Subsidiary, as security for the payment and performance in full of the Secured Obligations (as defined in the U.S. Security Agreement), does hereby create and grant to the Administrative Collateral Agent, on behalf and for the ratable benefit of the Secured Creditors, a security interest in all the New Subsidiary's right, title and interest in, to and under the Collateral (as defined in the U.S. Security Agreement) of the New Subsidiary. Each reference to a "Grantor" in the U.S. Security Agreement shall be deemed to include the New Subsidiary.

2. The New Subsidiary hereby irrevocably authorizes the Administrative Collateral Agent at any time and from time to time to file, all financing statements in order to maintain a perfected security interest in the Collateral owned by the New Subsidiary. Any financing statement filed by the Administrative Collateral Agent may be filed in any filing office in any UCC jurisdiction and may (i) indicate the New Subsidiary's Collateral (1) as all assets of the New Subsidiary or words of similar effect, regardless of whether any particular asset comprised in the Collateral falls within the scope of Article 9 of the UCC or such jurisdiction, or (2) by any other description which reasonably approximates the description contained in the Security Agreement, and (ii) contain any other information required by part 5 of Article 9 of the UCC for the sufficiency or filing office acceptance of any financing statement or amendment. For the purposes of such filing, the New Subsidiary represents and warrants to the

Administrative Collateral Agent and each secured party that its name, type of organization and jurisdiction of organization are each as set forth in the first paragraph hereof.

3. This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be an original, but all of which shall constitute one and the same instrument.

4. THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK.

[Signature page follows]

IN WITNESS WHEREOF, the New Subsidiary has caused this Agreement to be duly executed by its authorized officer, and the Administrative Agent, for the benefit of the Lenders, has caused the same to be accepted by its authorized officer, as of the day and year first above written.

COTT BEVERAGES LIMITED

By: _____

Name: Jason Ausher

Title: Director

Acknowledged and accepted:

JPMORGAN CHASE BANK, N.A.,
as Administrative Agent

By: _____

Name: _____

Title: _____

IN WITNESS WHEREOF, the New Subsidiary has caused this Agreement to be duly executed by its authorized officer, and the Administrative Agent, for the benefit of the Lenders, has caused the same to be accepted by its authorized officer, as of the day and year first above written.

COTT BEVERAGES LIMITED

By: _____
Name: _____
Title: _____

Acknowledged and accepted:

JPMORGAN CHASE BANK, N.A.,
as Administrative Agent

By: _____
Name: David J. Waugh
Title: Authorized Officer

JPMORGAN CHASE BANK, N.A.,
as Administrative Collateral Agent

By: _____
Name: David J. Waugh
Title: Authorized Officer